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IRWIN, CAMPBELL & CROWE, P.C.  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202)728-0400

Invoice submitted to:  
David Hicks  
4154 Jennings Drive  
Kalamazoo MI 49001

Invoice #11719

February 2, 1994

In reference to: General Legal Work - #36900

For Legal Services Rendered From January 1 to January 31, 1994

	<u>Amount</u>
Additional charges:	
-Local Messenger	6.00
-Federal Express	16.50
-Federal Express	16.50
-Messenger to PA	26.00
-Telephone	5.52
	<hr/>
Total costs	\$70.52
Previous balance	\$138.60
02/02/94-Credit	(\$1.19)
	<hr/>
Balance due	<u>\$207.93</u>

HICKS000517

**Federal Communications Commission**

Docket No. MM-9846 Exhibit No. 42

Presented by MMB

Disposition (Signature)

Reporter (Signature)

Date 10-6-98

Identified (Signature)

Received Oct 22 1998

Rejected (Signature)

17490

IRWIN, CAMPBELL & CROWE, P.C.  
1320 EIGHTEENTH STREET N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202) 728-0400

Invoice submitted to:  
David Hicks  
4154 Jennings Drive  
Kalamazoo MI 49001

Invoice #11719

February 2, 1994

In reference to: General Legal Work - #36900

For Legal Services Rendered From January 1 to January 31, 1994

	<u>Amount</u>
Additional charges:	
-Local Messenger	6.00
-Federal Express	16.50
-Federal Express	16.50
-Messenger to PA	26.00
-Telephone	5.52
Total costs	\$70.52
Previous balance	\$138.60
02/02/94-Credit	(\$1.19)
Balance due	<u>\$207.93</u>

OK  
69.33

3.7653

29703  
5-18-94

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p 99410

IRWIN, CAMPBELL & CROWE, P.C.  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202)728-0400

Invoice submitted to:  
Federated Media  
P.O. Box 2500  
Elkhart IN 46515-2500  
Mr. Robert Watson

Invoice #11820

March 7, 1994

In reference to: General Legal Work - #30400

For Legal Services Rendered From February 1 to February 28, 1994

	<u>Hrs/Rate</u>	<u>Amount</u>
Total Hours and Amount		
02/15/94 ACC Calls J. Dille and B. Watson re WRBR amendment	0.30 190.00/hr	57.00
	0.30	\$57.00

Additional charges:

-Federal Express	10.00
-Telephone	4.20

Total costs	\$14.20
-------------	---------

Total amount of this bill	\$71.20
---------------------------	---------

OK  
N 594.95

29348  
4-27-94

PATH01858

Jan  
4-27

**Federal Communications Commission**

Docket No. MM-98-66 Exhibit No. 43

Presented by MMB

Di position Identified

Reporter OK Received Oct 23 1998

Date 10-16-98 Rejected

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IRWIN, CAMPBELL & CROWE, P.C.  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202) 728-0400

Invoice submitted to:  
David Hicks  
4154 Jennings Drive  
Kalamazoo MI 49001

Invoice #11827

March 7, 1994

In reference to: General Legal Work - #36900

For Legal Services Rendered From February 1 to February 28, 1994

	<u>Hrs/Rate</u>	<u>Amount</u>
Total Hours and Amount		
02/04/94 PSL Research FCC re status for WRBR assignment	0.40 45.00/hr	18.00
02/14/94 ACC Prepare FCC amendments	0.70 190.00/hr	133.00
02/21/94 ACC Calls re FCC amendments and prepare for filing	0.30 190.00/hr	57.00
02/24/94 MGJ Review and file amendment to WRBR application.	0.40 110.00/hr	44.00
	1.80	\$252.00

<u>Federal Communications Commission</u>	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>44</u>
Presented by <u>MMB</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <u>Oct 22, 1998</u>
	Rejected <input type="checkbox"/>
Reporter <u>[Signature]</u>	
Date <u>10-6-98</u>	

HICKS000515

David Hicks

Page 2

Amount

Additional charges:

-Facsimile	6.00
-Copying	6.60
-Telephone	5.52
-Postage	1.56

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Total costs	\$19.68
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Total amount of this bill	\$271.68
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Previous balance	\$207.93
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Balance due	<u><u>\$479.61</u></u>
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HICKS000516

IRWIN, CAMPBELL & CROWE, P.C.  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202) 728-0400

Invoice submitted to:  
David Hicks  
4154 Jennings Drive  
Kalamazoo MI 49001

Invoice #11827

March 7, 1994

In reference to: General Legal Work - #36900

For Legal Services Rendered From February 1 to February 28, 1994

	<u>Hrs/Rate</u>	<u>Amount</u>
Total Hours and Amount		
02/04/94 PSL Research FCC re status for WRBR assignment	0.40 45.00/hr	18.00
02/14/94 ACC Prepare FCC amendments	0.70 190.00/hr	133.00
02/21/94 ACC Calls re FCC amendments and prepare for filing	0.30 190.00/hr	57.00
02/24/94 MGJ Review and file amendment to WRBR application.	0.40 110.00/hr	44.00
	<hr/> 1.80	<hr/> \$252.00

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PATH01859

P99410

David Hicks

Additional charges:

- Facsimile
- Copying
- Telephone
- Postage

Page

Amount

6.00  
6.60  
5.52  
1.56

Total costs

\$19.68

Total amount of this bill

\$271.68

Previous balance

\$207.93

Balance due

\$479.61

OK

3.7653

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5-18-94

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**BARNES & THORNBURG**

SUITE 305  
301 SOUTH MAIN STREET  
ELKHART, INDIANA 46516

ELN. 35-0900596

**HICKS BROADCASTING OF INDIANA,  
LLC.**

c/o ROBERT WATSON  
421 SOUTH SECOND STREET  
ELKHART, IN 46516

April 27, 1994  
13956

Client No.  
Matter No.

1

S. Thompson

For legal services rendered in connection with the  
following matter for the period ending March 31, 1994.

**1 CORPORATE MISCELLANEOUS**

\$ 2,924.00

**Other Charges**

Long Distance Telephone Charges

\$ .97

Messenger Courier Service

10.00

Telecopy Charges

53.00

Cash -

105.00

\$ 168.97

**TOTAL DUE THIS STATEMENT**

\$ 3,092.97

$2,092.97 = 3,548.31$   
 $1,000.00 = 3,765.82$

AM. EXA.

PAY 6-15-94

ORGANIZATION  
w/o one  
STARTING 4/1/94

PATH01850

Please remit payments, including a copy of this statement, to Barnes & Thornburg, Accounting Department,  
Suite 305, 301 South Main Street, Elkhart, Indiana 46516 and include Client No. and Matter No. on your remittance.

**Federal Communications Commission**

Docket No. MM-98-66 Exhibit No. 45

Presented by \_\_\_\_\_

Disposition \_\_\_\_\_

Reporter [Signature]

Date 10-6-98

Identified \_\_\_\_\_

Received Oct 22 1998

Rejected \_\_\_\_\_

## HICKS BROADCASTING OF INDIANA,

## CORPORATE MISCELLANEOUS

- 02/24/94 Prepare limited liability company articles of organization.
- 02/28/94 Conclude LLC documentation.
- 03/23/94 Revision to LLC operating agreement providing for "call" option and predating transfers on FCC approvals; evaluate other changes.
- 03/23/94 Interoffice conference concerning structure of LLC.
- 03/23/94 Per telephone conferences with Bob Watson working on revisions to LLC.
- 03/24/94 Conclude redrafting of operating agreement and telephone conference with Mr. Watson.
- 03/25/94 Arrange organization of LLC. Telephone conference with Mr. Watson and telephone conference with Mr. Stankewicz about opinion letter for transaction and closing issues.
- 03/25/94 Conferred with Troeger re special LLC filing on 3/28/94 and added additional rules of filing to his memo which was enroute.
- 03/25/94 Working on operating agreement per telephone conferences with Bob Watson.
- 03/28/94 Reviewed memorandum received from Troeger and filed new limited liability corporation and obtained a certified copy of one of the file-stamped copies of the articles.
- 03/28/94 Review transaction material and proposed legal opinion. Telephone conference with Mr. Stankewicz about real estate issues and provide forms of sale disclosure document and RPTL certification to seller's counsel. Telephone conference with Mr. Watson.
- 03/28/94 Reviewed opinion letter. Telephone conference with Bob Watson regarding preparation of same.
- 03/29/94 Work on opinion letter and send redraft to Mr. Stankewicz. Receive filed LLC articles of organization. Telephone conference with Mr. Watson and Mr. Stankewicz about operating agreement changes.
- 03/29/94 Working on revisions to agreements.
- 03/30/94 Working on revisions to agreement. Telephone conference with Bob Watson concerning same.
- 03/30/94 Telephone conference with Mr. Watson and work on revisions to operating agreement.
- 03/31/94 Work on redrafting and finalizing operating agreement and assist with closing by finalizing opinion letter and reviewing documents pertinent to that. Arrange delivery of opinion letter.

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BARNES & THORNBERG

SUITE 301  
101 SOUTH MAIN STREET  
ELKHART, INDIANA 46516

ELN. 35-0900596

HICKS BROADCASTING OF INDIANA,  
LLC.

c/o ROBERT WATSON  
421 SOUTH SECOND STREET  
ELKHART, IN 46516

Date: May 31, 1994  
Client No. 13956  
Matter No. 1

S. Thompson

For legal services rendered in connection with the  
following matter for the period ending April 30, 1994.

1 CORPORATE MISCELLANEOUS S 308.00

Other Charges

Long Distance Telephone Charges  
Courier Service - Federal Express

S 1.71  
13.00

S 14.71

TOTAL DUE THIS STATEMENT

S 322.71

30442  
7-13-94

OK  
✓  
354.83.1

May  
7-13

PATH01648

Please remit payments, including a copy of this statement, to Barnes & Thornburg, Accounting Department,  
Suite 301, 301 South Main Street, Elkhart, Indiana 46516 and include Client No. and Matter No. on your remittance.

**Federal Communications Commission**

Docket No. MM-98-46 Exhibit No. 46

Presented by MMB

Position \_\_\_\_\_

Reporter [Signature]

Date 12-6-98

Identified \_\_\_\_\_

Received [Signature]

Rejected \_\_\_\_\_

Oct 22, 1999

13956

1

HICKS BROADCASTING OF INDIANA,

CORPORATE MISCELLANEOUS

- 02/24/94 Telephone conference with Bob Watson regarding formation of LLC. Conferred regarding organization of same.
- 03/01/94 Working on organizational documents for LLC. Telephone conference with Bob Watson concerning same.
- 03/03/94 Telephone conference with Bob Watson regarding terms of agreement.

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PATH01849

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**RECEIVED**  
**MAR 11 1994**  
**ACCOUNTING**

Client Number 13956

**BARNES & THORNBURG**  
New Client Information

1. Full Client Name Hicks Broadcasting of Indiana, LLC
2. Client Business Corporate Miscellaneous
3. Billing Address c/o Robert Watson  
421 South Second Street  
Elkhart, Indiana 46516
4. Add to Mailing Database List ☒ Yes ☐ No  
Mailing Address (if different) \_\_\_\_\_  
Attn: \_\_\_\_\_  
Salutation: Mr. Robert Watson
5. Primary Client  
Contact/Telephone Number \_\_\_\_\_  
In-house Counsel ☐ Yes ☒ No
6. How Client Came to Firm:  
☐ Individual referral - Name: \_\_\_\_\_  
☐ CLE ☐ Personal Contact  
☐ Legal Directories ☐ Newsletter  
☐ ABA Contact ☐ Seminar  
☐ Business Contact ☐ Other: \_\_\_\_\_
7. Client Profile Info:  
Current & Potential Areas of Law:  
☐ Estate Planning ☐ Labor  
☒ Business  
☐ Tax  
☐ Utility  
☐ Health Care ☐ Litigation  
☐ International ☐ Municipal Finance  
☐ Real Estate  
☐ Creditor's Rights  
☐ Intellectual Property  
☐ Environmental Reg.

PATH02200

**Federal Communications Commission**

Docket No. MM-98-66 Exhibit No. 47

Presented by MMB

Disposition \_\_\_\_\_

Reporter [Signature] Identified \_\_\_\_\_

Date 10-6-98 Received Oct 26, 98

Rejected \_\_\_\_\_

Type: (only one)

- ☐ CC - CLIENT - CORPORATION
- ☐ CS - CLIENT - SOLE PROPRIETOR
- ☐ CE - CLIENT - ESTATE
- ☐ CI - CLIENT - INDIVIDUAL OR FAMILY
- ☐ CN - CLIENT - NON-PROFIT ORGANIZATION
- ☐ CP - CLIENT - PARTNERSHIP
- ☐ CR - CLIENT - PROFESSIONAL CORPORATION
- ☐ CG - CLIENT - GOVERNMENT
- ☐ CL - CLIENT - LAW FIRM

Client Industry: (only one)

- ☐ A - ACCOUNTING FIRM
- ☐ P - PUBLIC UTILITY
- ☐ M - MANUFACTURING COMPANY
- ☐ I - INSURANCE COMPANY
- ☐ F - FINANCIAL INSTITUTION
- ☐ H - HEALTH CARE
- ☐ O - OTHER: \_\_\_\_\_

Codes/Interests: (check all that apply)

- ☐ EM - MORE THAN 50 EMPLOYEES
- ☐ IH - IN-HOUSE COUNSEL
- ☐ PT - PUBLICLY TRADED STOCK
- ☐ WI - HAS A WILL
- ☐ GS - GROSS SALES OVER \$1 MILLION
- ☐ LC - HAS A LABOR CONTRACT
- ☐ RP - HAS A RETIREMENT PLAN
- ☐ TL - SHOULD RECEIVE TECHLAW NEWSLETTER
- ☐ LL - SHOULD RECEIVE LABLAW NEWSLETTER
- ☐ EL - SHOULD RECEIVE ENVLAW NEWSLETTER
- ☐ IN - SHOULD RECEIVE INTERNATIONAL NEWSLETTER

8. Signature and

Printed Name of Originating  
Attorney

  
Samuel S. Thompson

Date 3/3/94

9. Approval of Member of  
Professional Responsibility  
Committee

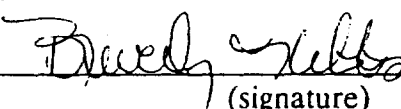


Date 3/9/94

10. Action by Accounting:

PATH02201

Client Opened

  
(signature)

Date 3-11-94

- Original to:
- Copies to:

Initiating Attorney  
Conflicts  
Mailing List

Revised: 3/9

RECEIVED

MAR 11 1994

ACCOUNTING

CLIENT NO. 13956

MATTER NO. 1

**BARNES & THORNBURG**  
**REQUEST FOR APPROVAL OF NEW EMPLOYMENT**

**Client and Matter Information**

1. Full name of client or clients: Hicks Broadcasting of Indiana, LLC
2. Matter name: Corporate Miscellaneous
3. Mailing address:  
(for this matter) c/o Robert Watson  
421 South Second Street  
Elkhart, Indiana 46516
4. Billing address:  
(for this matter) SAME AS ABOVE
5. Nature of employment and issues involved: To assist the company with their limited liability partnership. *Organize LLC.*
6. Responsible office: Elkhart
7. Responsible department: Business  
Practice Group (if applicable):
8. Area of law code: 020
9. Originating lawyer: Samuel S. Thompson
10. Billing lawyer: Samuel S. Thompson
11. Responsible lawyer: Samuel S. Thompson
12. Other working lawyers: J. Scott Troeger
13. Is this a new client? Yes ☒ No ☐  
If yes, attach New Client Information Form.
14. If a new client, has a credit/background check been performed?  
Yes ☒ No ☐
  - a. If yes, attach results.
  - b. If no, explain and obtain approval of Department administrator:

Approved by Administrator/Designee: \_\_\_\_\_

15. Billing Arrangements:

PATH02203

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- a. Rate: (1) Standard Hourly Rate ☒
- (2) Premium Hourly Rate ☐  
(10% above Standard)
- (3) Rate For In-House ☐  
Legal Services  
(80% of Standard)
- (4) Contingency Fee ☐
- (5) Other ☐

If (3), (4), or (5), attach Finance Committee approval.

- b. Frequency: (1) Monthly ☒
- (2) Other (explain) ☐

c. Advance Deposit: No ☒ Yes ☐ Amount \$

#### Conflicts Information

(If this matter is for an existing client, complete to the extent that new information is required to identify any conflict issues related to this matter).

16. Is the client a corporation? Yes ☐ No ☒

If yes:

(a) If it is a subsidiary, identify its ultimate corporate parent (if any):

(b) If it is neither a publicly-held corporation nor a subsidiary, identify any shareholders having a 20% or greater equity interest:

17. Is the client a partnership? Yes ☐ No ☒

If yes, identify all of its general partners (if it is a limited partnership) and all partners (general or limited) having a 20% or greater equity interest:

18. Is the client another type of association? Yes ☒ No ☐

If yes, identify all of its principal members or participants (to the extent practicable): Robert Watson

19. Is the client an individual?

Yes ☐ No ☒

If yes (and to the extent germane to possible conflicts of interest), identify:

(a) his or her spouse:

(b) other family members:

20. Does the matter involve a proposed business transaction, a transfer of property or a contract? Yes ☐ No ☒

If yes, identify all other present or possible parties to the transaction, transfer or contract and indicate those whose interests are potentially adverse to the client:

Party	Relationship	Interest Adverse?
		Yes <input type="checkbox"/> No <input type="checkbox"/>

21. Does the matter involve a disputed claim or litigation? Yes ☐ No ☒

If yes, attach the caption and identify all other present or possible parties and indicate those whose interests are potentially adverse to the client:

Party	Relationship	Interest Adverse?
		Yes <input type="checkbox"/> No <input type="checkbox"/>

22. Does the matter involve representation of a creditor in asserting claims against a debtor? Yes ☐ No ☒

If yes, define the status of our client and identify the debtor, its principal secured creditors and its major unsecured creditors:

23. Are there any other persons\* whose interests should be taken into account in determining whether to accept the employment?

Yes ☐ No ☒

If yes, identify them and their relationships to the client:

Person	Relationship	Interest Adverse?
--------	--------------	-------------------

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\*Those persons could include the ultimate corporate parent or 20% shareholders of an adverse corporate entity, the general partners of an adverse limited partnership entity, or 20% partners in general or limited partnerships, relatives of an adverse individual, significant creditors or debtors of the client (or adverse party) whose interests might be affected by the matter involved, etc.

Yes ☐ No ☐


24. **Attach the conflicts check** from our computer data base (unless no persons are properly listed in items 16 through 23). The conflicts check should include the client and all persons identified in items 16 through 23.
25. Does the conflicts check reveal that **any person** identified in items 16 through 23 above is now or previously has been represented by the Firm?  
Yes ☐ No ☒  
If yes, explain how potential or actual conflicts of interest with these other present or former clients will be resolved:
26. Does the conflicts check reveal that we have represented or are representing **any other present or former clients** in matters adverse to this client? Yes ☐ No ☒  
If yes, explain how potential or actual conflicts of interest with these other present or former clients will be resolved:
27. If we will be representing more than one client in this matter, are written consents required by Rule 1.7(b)(2), Rule 1.8(g) or Rule 1.3(c)?  
Yes ☒ No ☐  
If not, explain why:
28. Is there to be any relationship with the client other than that of lawyer and client (e.g., firm lawyer as director, officer or partner; business transaction with client; investment by firm lawyer or client; etc.)? Yes ☐ No ☒

Other Information

29. Is an engagement letter required for this employment by the Policy on Engagement Letters?  
Yes ☒ No ☐ If yes, attach a copy of the proposed letter.
30. List other information, if any, relevant to whether potential employment should or should not be accepted if a new client, include information why the client came to the firm and, if applicable, why the potential client is changing law firms):

Signature of  
Initiating Attorney

Date

  
3/3/94

ACTION OF DEPARTMENT

This employment ☒ is ☐ is not approved for acceptance.

Additional information, if any, relevant to whether employment should be approved for acceptance by the Professional Responsibility Committee: \_\_\_\_\_

\_\_\_\_\_  
Administrator/Designee

3/8/94  
\_\_\_\_\_  
Date

ACTION OF PROFESSIONAL RESPONSIBILITY COMMITTEE

This employment ☒ is ☐ is not approved for acceptance.

The following conditions apply: \_\_\_\_\_

*adverse party appears* *New conflicts check if*

\_\_\_\_\_  
Committee Member

3/9/94  
\_\_\_\_\_  
Date

ACCOUNTING ACTION

Accounting and conflict data base procedures have been completed.

\_\_\_\_\_  
*BM*

Date 3-11-94

# BARNES & THORNBURG

Suite 305  
301 South Main Street  
Elkhart, Indiana 46516  
(219) 293-0681

TWX 810-341-3427 B&T LAW IND  
Telecopier (219) 296-2535

March 2, 1994

Mr. Robert Watson  
Hicks Broadcasting of Indiana, LLC  
421 South Second Street  
Elkhart, Indiana 46516

Dear Bob:

We are very pleased to have the opportunity to be of service to you in connection with your limited liability company. This letter confirms the terms on which our firm will represent you in this matter.

I will coordinate our firm's work on your behalf. From time to time other lawyers and legal assistants at the firm may work on your matters, depending upon their expertise and experience. My responsibilities include selecting personnel to provide your services in a cost-effective manner.

Our fees in this matter will be based on the hours actually worked by each lawyer and legal assistant involved and our hourly billing rates in effect at the time you are billed for the work. Our billing rates are adjusted annually, typically in December.

In representing our clients, we also make other charges in addition to our fees. Typical other charges include long distance telephone tolls; messenger, courier and express delivery charges; fax charges; and printing and reproduction charges. We would be glad to provide you with a detailed list of these other charges at your request. We will bill you on a regular basis, normally each month, for both fees and other charges, and request payment within 30 days of your receipt of our statement.

We look forward to working with you on this matter. If you have any questions, please call me.

Sincerely yours,

Samuel S. Thompson

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Robert A. Watson  
Secretary - Treasurer

March 18, 1994

Pathfinder Communications Corp.  
WCKY/WIMJ, Cincinnati  
WTRC/WLTA, Elkhart/South Bend  
WQHK-AM/FM, Fort Wayne  
WMEE, Fort Wayne  
WCUZ-AM/FM, Grand Rapids  
WQWO, Muskegon  
BANNER GRAPHIC, Greencastle  
Truth Publishing Company, Inc.  
THE ELKHART TRUTH  
KOLL-AM/FM, Tulsa

P.O. Box 2500  
Elkhart, Indiana 46515  
Telephone (219) 294-1661  
FAX (219) 294-4014


Federated Media

Alan Campbell  
Irwin, Campbell & Crowe  
1320 Eighteenth St., N.E.  
Suite 400  
Washington, DC 20036

Dear Alan:

Attached is the memo that I discussed summarizing our telephone conversation. If your understanding is significantly different than my summary, please let me know.

Sincerely,



Robert A. Watson  
Secretary-Treasurer

RAW/md

Attachment

Federal Communications Commission	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>48</u>
Presented by <u>MMB</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <u>Oct 22, 1991</u>
	Rejected <input type="checkbox"/>
Reporter <u>EA</u>	
Date <u>10-6-98</u>	

36900-01

TO: Files

DATE: March 4, 1994

I spoke to Alan Campbell today regarding Hicks Broadcasting of Indiana, L.L.C. ("HICKS") and the extent to which the Accounting Department of Pathfinder Communications Corporation ("PATHFINDER") could do the accounting service for HICKS. The question only arises because of John Dille III's ownership in PATHFINDER and the fact that, under FCC rules, he cannot have any control over HICKS. Many things were discussed including the fact that HICKS will be assuming the JOA contract from Booth American with PATHFINDER. This JOA was, of course, disclosed in the Asset Purchase Agreement sent to the FCC with the HICKS Transfer Application. After much discussion, the following items were decided:

- 1) There will be a written agreement signed by David Hicks, majority shareholder of HICKS, regarding the accounting services to be performed.
- 2) Steve Kline will be considered one-half General Manager of WLTA Radio and one-half General Manager of WRBR Radio. Steve will, of course, report to David Hicks regarding anything to do with WRBR Radio.
- 3) John Dille III will be writing a memo to Steve Kline reminding him that he is reporting to David Hicks on all substantial matters regarding WRBR Radio and they should not be discussed with John.
- 4) After WRBR invoices are approved by Steve Kline for payment, they are sent to the Business Office. Steve should also, at that same time, forward a copy to David Hicks for approval. Dave need not forward the invoices anywhere; he should merely call Steve if he has a problem with anything Steve had previously approved.
- 5) We need to obtain a stamp that reads (or have printed on our checks) Hicks Broadcasting of Indiana, L.L.C./dba WRBR Radio so that we can stamp our checks appropriately.
- 6) No officer <sup>or director</sup> of PATHFINDER <sup>or of Hicks</sup> should be an officer <sup>or director</sup> of HICKS.
- 7) HICKS has adopted the same employee benefits as PATHFINDER. Furthermore, since many of the employees of Hicks are already being paid through PATHFINDER because of the JOA agreement, we have decided that all of the employees of HICKS could be on PATHFINDER's payroll. Of course, the individuals' wages, payroll taxes, etc., will be charged to HICKS or the JOA accordingly.

The most important thing we need to remember is that the control of HICKS lies with David Hicks and that anything significant must be approved by him.



Bob Watson

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PATHFINDER COMMUNICATIONS CORPORATION  
WLTA Radio

HICKS BROADCASTING OF INDIANA, L.L.C.  
WRBR Radio

SUMMARY OF EMPLOYEE BENEFIT PROGRAMS

Federal Communications Commission	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>49</u>
Presented by <u>MMB</u>	
Disposition	Identified <u>✓</u>
	Received <u>Oct 22, 1998</u>
	Rejected <u>                    </u>
Reporter <u>90</u>	
Date <u>10-6-98</u>	

Prepared: RAWatson  
Revised: 3-7-94

PATH01447

When a holiday falls on an employee's regular day off, he shall be given another day off, or he may be paid an extra day's wages at the discretion of the Company. All time worked on the holiday shall be paid at not less than double time. To be eligible for holiday pay, the employee must work on the last scheduled work day preceding the holiday and the next scheduled work day following the holiday.

To be eligible for a Floating Holiday in the current calendar year, the employee must have been hired prior to June 1st. The Floating Holiday may be taken by the employee at any time during the calendar year on a day that is mutually agreeable to both the employee and the Company.

### VACATIONS

All requests for vacation time must be made at least one month in advance. Vacations are subject to the operating requirements of the department.

Vacation eligibility is determined as follows:

- a) Employees who have completed at least twelve (12) months of continuous service by June 1st, shall be entitled to two (2) weeks' vacation in the current calendar year. Employees who have not completed a full twelve (12) months of service will be granted vacation pro rata based upon the number of five (5) week work periods completed as of the June 1st determination date.
- b) Employees who will complete at least seven (7) full years of service with the Company during the calendar year will be entitled to three (3) weeks of vacation in that year.
- c) Employees who will complete at least twenty (20) full years of service with the Company during the calendar year will be entitled to four (4) weeks of vacation in that year.
- d) Earned vacation shall be credited to the employee on the following basis:  
Up through seven (7) years of continuous service - one day of vacation for each five (5) weeks worked; the 8th through the 19th year of service - one day of vacation for each sixteen days worked; the 20th and succeeding years of service - one day of vacation for each thirteen days worked.
- e) Compensation for vacation pay shall be based upon the number of hours in the employee's regularly scheduled work week.

If a holiday falls within the vacation period of an employee, the employee is given an additional day off with pay, or if mutually agreeable between the employee and the Company, he may be given an additional day's pay.

An employee may receive in advance whatever paychecks he normally would receive during his vacation period, provided he requests such paychecks at least three (3) days before leaving on vacation.

SICK LEAVE PAY

- a) Employees with less than two (2) months' service are not entitled to sick leave pay.
- b) Employees with more than two (2) months' service, but less than twelve (12) months' service, are entitled to maximum sick leave pay as follows:
  - 1 week at full pay
  - 2 weeks at half pay
  - 4 weeks at quarter pay
- c) Employees with more than twelve (12) months' service are entitled to the following maximum sick leave pay in one calendar year:
  - 2 weeks at full pay plus balance of accumulation from prior years
  - 3 weeks at half pay
  - 5 weeks at quarter pay
- d) Those employees who have completed twelve (12) months of service as of January 1 may accumulate unused full sick pay leave credits at the rate of 50% of the unused balance at the close of the preceding year. Maximum accumulation is limited to one week in any year, and to ten (10) consecutive years' accumulation.
- e) Requests for sick leave payment must be made on the form provided for this purpose and signed by the employee. A doctor's certificate may be required on any request for sick leave payment.

FUNERAL LEAVE

Authorized absence with pay not to exceed three (3) days is granted to an employee in the event of a death in the immediate family. The immediate family means the employee's spouse, their parents, their children, and their brothers and sisters. Such funeral leave is available only during the period of bereavement (date of death through date of funeral). Absences granted for funerals for other than the immediate family of the employee are not compensable.

AUTO MILEAGE ALLOWANCE

Employees who are required to drive their personal car for Company business purposes receive an auto mileage allowance computed at the rate of 19-1/2¢ per mile actually driven. Claims for auto mileage allowance and any other business expenses are submitted to the Department Head once each week on an "Employee Expense Voucher" form.

HEALTH INSURANCE

Every full-time employee is eligible to enroll in the comprehensive group Blue Cross/Blue Shield Health Insurance Plan ~~or a Partners Health Plan (HMO)~~. As of January 1, 1994, the employee pays \$10 per month toward the premium cost of a single-plan membership for the employee, the Company pays the remaining cost. Employees with a spouse and/or dependent children under age 19 (or age 23 if full-time student) may elect to enroll in a family membership. The Company is currently paying 75% of the total cost for the family membership with the employee sharing 25% of the premium cost through a monthly payroll deduction (the employee's monthly portion as of January 1, 1994, is \$120.82 for Blue Cross/Blue Shield and \$90.26 for Partners Health Plan.)

Part-time employees who regularly work 20 hours or more per week may also enroll in one of the Plans but they share a percentage of the premium cost otherwise paid by the Company based upon the number of hours that their normal work week bears to 40 hours.

New employees hired prior to the 15th of the month may enroll with an effective date beginning the first of the following month. Coverage for those hired after the 15th of the month becomes effective the first of the second following month.

Details of the benefit provisions of the Plans are spelled out in the booklets that are supplied to each member upon enrollment.

~~Patricia Schneider~~ in the TRUTH Business Office administers the Plans. ~~Pat~~ can answer most questions that may be posed by employees.

#### LIFE INSURANCE and PENSION PLAN BENEFITS

Refer to the Summary Plan Description ("SPD") Booklet mailed to your residence.

#### U.S. SAVINGS BOND PROGRAM

The Company sponsors a U.S. Series EE Savings Bond Payroll Deduction Plan whereby the employee can authorize purchase of one savings bond each month in one of the following denominations:

<u>Face Value</u>	<u>Cost</u>
\$100	\$ 50
\$200	\$100
\$500	\$250
\$1,000	\$500

Series "EE" Bonds, when held for five (5) years or more, earn interest at a rate equal to 85% of the average market yield on five-year U.S. Treasury marketable securities as redetermined semi-annually. Bonds held at least five years earn a guaranteed interest rate from date of issue, compounded semi-annually. This rate changes from time to time depending on market conditions. Bonds held less than five years earn interest on a fixed graduated scale after one year to at least the guaranteed minimum after five years.

Employees enrolled in this Plan will receive the bond mailed to their home each month. The payroll deduction is made from the first pay period in the month. ~~Pat~~ Schneider in the TRUTH Business Office administers the Plan.

M  
M  
B  
EX  
SD

Robert A. Watson  
Secretary - Treasurer

Pathfinder Communications Corp.  
WCKY/WIMJ, Cincinnati  
WTRC/WLTA, Elkhart/South Bend  
WQHK-AM/FM, Fort Wayne  
WMEE, Fort Wayne  
WCUZ-AM/FM, Grand Rapids  
WQWO, Muskegon  
BANNER GRAPHIC, Greencastle  
Truth Publishing Company, Inc.  
THE ELKHART TRUTH  
KOLL-AM/FM, Tulsa

P.O. Box 2500  
Elkhart, Indiana 46515  
Telephone (219) 294-1661  
FAX (219) 294-4014

**Federated Media**

March 7, 1994

David Hicks  
Crystal Radio Group, Inc.  
4154 Jennings Dr.  
Kalamazoo, Michigan 49001

Dear Dave:

Attached is Exhibit B to the Operating Agreement of Hicks Broadcasting of Indiana, L.L.C. This was erroneously omitted in the draft John Dille sent to you.

I have a few comments and questions to go over with our attorney regarding this Operating Agreement and will be getting back to you in the next couple days with some proposed changes. Hopefully, you and/or Eric will be able to provide any comments at that time.

In the meantime, if you have any questions, please call me.

Sincerely,



Robert A. Watson  
Secretary-Treasurer

RAW/md

Attachments

cc: Eric Brown

Federal Communications Commission	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>50</u>
Presented by <u>MMB</u>	
Disposition	Identified <u>/</u>
	Received <u>Oct 22, 1998</u>
	Rejected <u>/</u>
Reporter <u>Ed</u>	
Date <u>10-6-98</u>	

HICKS 542

HICKS 000544

**EXHIBIT B**  
**TO OPERATING AGREEMENT**  
**OF**  
**HICKS BROADCASTING OF INDIANA, L.L.C.**

**1. Special Allocations.**

Prior to making the allocations provided in Articles 5.4 and 5.5, the following special allocations shall be made in the following order (certain capitalized words and phrases used herein are defined in Exhibit A):

(a) Minimum Gain Chargeback. Notwithstanding any other provision of Articles 5.4 or 5.5, or this Exhibit B, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member and Assignee shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to the greater of: (i) the portion of such Member's or Assignee's share of the net decrease in Company Minimum Gain, determined in accordance with Treas. Reg. § 1.704-2(g)(1) that is allocable to the disposition of Company property subject to nonrecourse liabilities (as defined in Treas. Reg. § 1.704-2(b)(3)), determined in accordance with Treas. Reg. § 1.704-2(d); or (ii) if such Member or Assignee would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. § 1.704-2(f). This Section 1(a) is intended to comply with the minimum gain chargeback requirement in such section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by such section and only for the purposes of this Section 1(a), each Member's and Assignee's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Article 5 with respect to such fiscal year and without regard to any net decrease in Member Minimum Gain during such fiscal year.

(b) Member Minimum Gain Chargeback. Notwithstanding any other provision of Article 5 or this Exhibit B except Section 1(a) above, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member or Assignee who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. § 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of: (i) the portion of such Member's or Assignee's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. § 1.704-2(i)(5), that is allocable to the disposition of Company property subject to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. § 1.704-2(i)(4); or (ii) if such Member or Assignee would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. § 1.704-2(i)(4). This Section 1(b) is intended to comply with the minimum gain chargeback requirement in such section of the Regulations and shall be interpreted consistently therewith. Solely for the purposes of this Section 1(b), each Member's or Assignee's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to Article 5 or this Exhibit B with respect to such fiscal year, other than allocations pursuant to Section 1(a) hereof.

(c) Qualified Income Offset. In the event any Member or Assignee unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member or Assignee in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member or Assignee as quickly as possible, provided that an allocation pursuant to this Section 1(c) shall be made only if and to the extent that such Member or Assignee would have an Adjusted Capital Account Deficit after all other allocations provided for in Article 5 and this Exhibit B have been tentatively made as if this Section 1(c) were not in the Agreement.

(d) Excess Income Allocation. In the event any Member or Assignee has a deficit Capital Account at the end of any Company fiscal year which is in excess of (i) the amount such Member or Assignee is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Member or Assignee is deemed to be obligated to restore pursuant to the preliminary sentences of Treas. Regs. §§ 1.704-2(g)(1) and 1.704-2(i)(5), such such Member or Assignee shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 1(d) shall be made only if and to the extent that such Member or Assignee would have a deficit Capital Account in excess of such sum after all other allocations provided for in Article 5 and this Exhibit B have been tentatively made as if Section 1(c) above and this Section 1(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated as provided in Section 1(h) above.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member or Assignee who bears the economic risk of loss with respect to the Member Nonrecourse Debt in which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. § 1.704-2(i).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members and Assignees in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

## 2. Curative Allocations.

(a) The "Regulatory Allocations" consist of the "Basic Regulatory Allocations," as defined in Section 2(b) hereof, the "Nonrecourse Regulatory Allocations," as defined in Section 2(c) hereof, and the "Member Nonrecourse Regulatory Allocations," as defined in Section 2(d) hereof.

(b) The "Basic Regulatory Allocations" consist of the allocations pursuant to Sections 1(c), 1(d), and 1(g) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members and Assignees so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to each Member and Assignee shall be equal to the net amount that would have been allocated to each such Member and Assignee if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 2(b) shall only be made with respect to allocations pursuant to Section 1(g) hereof to the extent the Members reasonably determine that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(c) The "Nonrecourse Regulatory Allocations" consist of all allocations pursuant to Sections 1(a) and 1(e) of this Exhibit B. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members and Assignees so that, to the extent possible, the net amount of such allocations of other items and the Nonrecourse Regulatory Allocations to each Member and Assignee shall be equal to the net amount that would have been allocated to each such Member and Assignee if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence: (i) no allocations pursuant to this Section 2(c) shall be made prior to the Company fiscal year during which there is a net decrease in Company Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Company Minimum Gain; and (ii) allocations pursuant to this Section 2(c) shall be deferred with respect to allocations pursuant to Section 1(e) hereof to the extent the Members reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 1(a) hereof.

(d) The Member Nonrecourse Regulatory Allocations' consist of all allocations pursuant to Sections 1(f) and 1(g) of this Exhibit B. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Member Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members and Assignees so that, to the extent possible, the net amount of such allocations of other items and the Member Nonrecourse Regulatory Allocations to each Member and Assignee shall be equal to the net amount that would have been allocated to such Member and Assignee if the Member Nonrecourse Regulatory Allocation had not occurred. For purposes of applying the foregoing sentence: (i) no allocations pursuant to this Section 2(f) shall be made with respect to allocations pursuant to Section 1(f) relating to a particular Member Nonrecourse Debt prior to the Company fiscal year during which there is a net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Member Minimum Gain; and (ii) allocations pursuant to this Section 2(f) shall be deferred with respect to allocations pursuant to Section 1(f) insofar as relating to a particular Member Nonrecourse Debt to the extent the Members reasonably determine that such allocations are likely to be offset by subsequent allocations pursuant to Section 1(f) hereof.

(e) The Members shall have reasonable discretion, with respect to each Company fiscal year, to apply the provisions of Sections 2(b), 2(c) and 2(d) of this Exhibit B in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations; and (ii) divide all allocations pursuant to Section 2(f), 2(c) and 2(d) hereof among the Members in a manner that is likely to minimize such economic distortions.

### 3. Other Allocation Rules.

(4) Vesting Interests. If a Member's interest varies during any fiscal year of the Company (whether by reason of admissions of a new member, withdrawal, additional contributions to capital or otherwise), Net Income and Net Loss shall be computed and allocated in accordance with this Agreement as if periods between such variations were each a separate fiscal year of the Company.

(b) Section 704(c) Allocations. Upon the sale or disposition of any property contributed by any Member, the gain or loss represented by the difference between the adjusted basis for Federal income taxation purposes and Book Value of the property to the Company shall be allocated to the Member who contributed such property, and the gain or loss in excess of that so allocated shall be allocated among the Members as provided in Articles 5.4 and 5.5. In addition, any other items of income, gain, loss or deduction with respect to such property shall be allocated in a manner consistent with the requirements of Section 704(c) of the Code and Treas. Reg. § 1.704-1(b)(2)(v)(ii), as amended from time to time.

(c) Allocation of Tax Items. All items of depreciation, gain, loss, deduction or credit that are taken into account in determining Net Income or Net Loss shall be allocated among the Members in the same proportions as is provided in Articles 5.4 and 5.5.

(d) Characterization of Net Gains. After Net Gains from Capital Transactions have been allocated among the Members, the characterization of such Net Gains between capital gains and depreciation recovery shall be determined by allocating depreciation recovery in proportion to the capital cost recovery deductions or other items previously allocated among the Members with respect to the assets giving rise to such depreciation recovery; provided, however, that in the event the amount of the depreciation recovery is less than the aggregate amount of capital cost recovery deductions or other items giving rise to depreciation recovery allocated to the Members with respect to such assets, such depreciation recovery shall be allocated among the Members based upon the order in time the Members were allocated such deductions with respect to such assets.

ENTIRE

B-3

HICKS 545

INDEX

IRWIN, CAMPBELL & CROWE, P.C.  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202) 728-0400

Invoice submitted to:  
Federated Media  
P.O. Box 2500  
Elkhart IN 46515-2500  
Mr. Robert Watson

Invoice #11985

April 5, 1994

In reference to: General Legal Work - #30400

For Legal Services Rendered From March 1 to March 31, 1994

	<u>Hrs/Rate</u>	<u>Amount</u>
Total Hours and Amount		
03/02/94 ACC Conference call B. Watson re takeover issues re WRBR	1.00 190.00/hr	190.00
03/14/94 ACC Calls B. Watson re WRBR/WLTA draft memo	0.30 190.00/hr	57.00
	1.30	\$247.00
Additional charges:		
-Telephone		19.11
-Postage		0.87
Total costs		\$19.98

PATH01856

Federal Communications Commission	
Docket No. <u>MM-98-66</u>	Exhibit No. <u>51</u>
Presented by <u>MMB</u>	
Disposition	Identified
Reporter	Received <u>Oct 22, 1998</u>
Date <u>10-6-98</u>	Rejected

X  
Eileen

299410

Federated Media

Page 2

Amount

\$266.98

\$71.20

\$338.18

Prev  
pa.

Total amount of this bill

Previous balance

Balance due

30004  
6-8-94

OK  
12

354.83.1

NAE  
6-8

2

PATH01857

m  
m  
b  
ex  
SD

JONEY T. MILLER (1864-1940)  
GEORGE L. CANFIELD (1866-1928)  
LEWIS H. PADDOCK (1866-1936)  
FERRIS D. STONE (1882-1946)

LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
444 WEST MICHIGAN AVENUE  
KALAMAZOO, MICHIGAN 49007-3751

ANN ARBOR, MICHIGAN  
BLOOMFIELD HILLS, MICHIGAN  
DETROIT, MICHIGAN  
GRAND RAPIDS, MICHIGAN  
KALAMAZOO, MICHIGAN  
LANSING, MICHIGAN  
MONROE, MICHIGAN  
WASHINGTON, D.C.

ERIC V. BROWN, JR.  
(616) 383-5813

TELEPHONE (616) 381-7030  
TWX 810-221-5007 MILLCNFLD DET  
TELECOPIER (616) 383-5858

AFFILIATED OFFICES:  
PENSACOLA, FLORIDA  
GDANSK, POLAND  
WARSAW, POLAND

March 15, 1994

PERSONAL AND CONFIDENTIAL

VIA FACSIMILE

Mr. David L. Hicks  
Crystal Radio Group  
4154 Jennings Drive  
Kalamazoo, Michigan 49001

Dear Dave:

Attached is a letter agreement which has been proposed by Booth American Company in order to respond to comments from the FCC.

Please call me with your comments. By copy of this letter I am sending a copy to John Dille for his information. The attorney for Booth American is awaiting a response.

Thank you.

Sincerely,

*Eric Brown*  
Eric V. Brown, Jr.

EVB,JR/lb  
Enclosures

cc: Mr. John F. Dille, III (via facsimile)

KZFS1\101677.1-040363-00002

HICKS 000709

HICKS 167

**Federal Communications Commission**

Docket No. MM-98-66 Exhibit No. 52

Presented by \_\_\_\_\_

Disposition \_\_\_\_\_

Reporter [Signature] Identified \_\_\_\_\_

Date 10-6-98 Received 11-4-98

Rejected \_\_\_\_\_

BOOTH AMERICAN COMPANY  
333 West Fort Street, 12th Floor  
Detroit, Michigan 48226

March 9, 1994

David L. Hicks, as agent for an  
Indiana limited liability company  
to be formed under the name  
Hicks Broadcasting of Indiana, L.L.C.  
P.O. Box 487  
Elkhart, Indiana 46515

Re: Asset Purchase Agreement (the "Purchase Agreement") dated November  
30, 1993 between Booth American Company ("Booth") and David L.  
Hicks as agent for an Indiana limited liability company to be  
formed under the name Hicks Broadcasting of Indiana, L.L.C.  
("Hicks")

Dear Mr. Hicks:

This letter sets forth our agreement to amend the Purchase Agreement.  
All terms used in this letter, unless otherwise defined in this letter, have  
the definitions given to them in the Purchase Agreement.

The form of Security Agreement attached to the Purchase Agreement as  
Exhibit 2.3(a)(7)(A) is hereby amended to add the following new paragraph 14:

14. Security Interest in FCC Licenses.

The parties acknowledge that the FCC does not recognize the  
granting of security interests in licenses and authorizations issued by  
the FCC, but the parties intend that the security interest described in  
paragraph 1(B) of this Agreement shall attach in the authorizations,  
permits, licenses and franchises described in such paragraph 1(B) if  
permitted by law.

In addition, the form of Pledge Agreement attached to the Purchase  
Agreement as Exhibit 2.3(a)(7)(B) is hereby amended by adding the following  
language to the end of Section 7 of such agreement:

HICKS 000710

2  
HICKS 168

David L. Hicks  
March 9, 1994  
Page 2

Notwithstanding anything to the contrary in this Agreement, (a) voting rights with respect to the Membership Interests will remain with Pledgers, even after the occurrence of an Event of Default, unless otherwise consented to by the FCC; (b) upon the occurrence of an Event of Default, there may be either a private or public sale of the stock; and (c) prior to the exercise of membership rights by the purchaser at any such sale, the prior consent of the FCC (pursuant to 47 U.S.C. Section 310(d)) will be obtained.

This letter amends the referenced exhibits to the Purchase Agreement, but except as modified hereby, such Purchase Agreement remains in full force and effect.

If the foregoing meets with your approval, please sign below. This letter may be signed in counterpart, each of which will constitute an original.

Very truly yours,

BOOTH AMERICAN COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Agreed to and accepted:

\_\_\_\_\_  
David L. Hicks, as, as agent for an  
Indiana limited liability company  
to be formed under the name  
Hicks Broadcasting of Indiana, L.L.C.

B3962c

HICKS 000711

HICKS 169

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